BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

BID ENQUIRY NO:

BESCOM/2023-24/IND0038

(BESCOM/BCP-1490/2023-24)

Instruction to Bidders (ITB)

FOR

Supply of 9 Mtr Long 300 Kg W/L PSCC Poles to BMAZ, Bangalore Rural Circle and Ramanagara Circle area of BESCOM

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

VOLUME-I

SECTION – ITB

INSTRUCTION TO BIDDERS

A. INTRODUCTION

The General Manager (Ele.,) Procurement, Corporate Office, BESCOM, 4th Floor, K.R Circle, Bangalore-560001 on behalf of Bangalore Electricity Supply Company Limited, invites tender for procurement of 9 Mtr Long 300 Kg W/L PSCC Poles **through KPP portal (www.kppp.karnataka.gov.in)**

1. Enquiry No.	**BESCOM/2023-24/IND0038** (BESCOM/BCP-1490/2023-24)
2. Tender processing fee	Refer e-procurement website www.kppp.karnataka.gov.in
3. Earnest Money Deposit	Rs.4,65,000/-
4. Date of availability of Bids	**10.01.2024**
5. Due date for submission of Bids & samples	**08.02.2022, 15:00 Hours**
6. Tender System	Two Tender Document System
7. a) Date of opening of Techno-Commercial bid b) Date of opening of Price Bid	a) **09.02.2022 15:15 Hrs** b) Will be opened in KPP portal after completion of techno commercial evaluation.
8. Material	9 Mtr Long, 300 Kg W/L PSCC Poles
9. Quantity	**9420 Nos.**
10. Amount put to tender as per SR 2023-24	**Rs.464.08 Lakhs**
11. Schedule of requirements	The delivery schedule will be intimated in the purchase order and the successful Bidder shall adhere to the delivery schedule of the Purchase Order for supplying the poles in entire BESCOM jurisdiction.
12. General Terms and Conditions	Enclosed herewith
13. Technical Specifications & Drawing	Enclosed herewith
14. Price Bid	The Bidder shall furnish Unit computed FORD price on the KPP

	portal in the option of ''item wise bid commercial offer'' and also furnish the break up of prices in "Edit Break up of price quoted" option. The break up of prices should contain Ex-works price, tax structure as applicable like Ex-works, CGST, SGST/IGST, F&I on KPP portal.

1.0 Scope:

The Scope of the contract will include the following:

a) Complete Design, Manufacture, testing and supply of 9 Mtr Long, 300 Kg W/L PSCC Poles as per tender technical specifications and drawings.
b) Conducting of Reliability tests, performance and guarantee tests at manufacturer premises.
c) Packing, preservation, transportation from the manufacturer's works to the consignee stores.
d) Delivery including loading & unloading of materials at Consignee Stores

2.0 Issue of Tender documents.

Bidders can download the tender documents from KPP portal (www.kppp.karnataka.gov.in) **from 10.01.2024.**

Submission of tender documents.

All the Tender Documents shall be uploaded through KPP Portal on or before **08.02.2024, 15:00 Hrs.**

Opening of Technical bid:

The Technical bids will be opened on **09.02.2024, 15:15 Hrs** in the e-Procurement/KPP Portal. Price bids of techno commercially responsive firms will be opened after completion of techno Commercial evaluation.

3.0 The interested Bidders may obtain further information from the office of the **General Manager(Ele.,), Procurement, 4th floor, 2nd Block, Corporate Office, BESCOM, K.R. Circle, Bengaluru - 560 001**. Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to the **General Manager(Ele.,) Procurement**, 4th Floor, 2nd Block, Corporate Office, BESCOM, K.R. Circle, Bengaluru - 560 001 on or before the **17.01.2023 @ 10:30 Hrs**. **Letters seeking clarifications received subsequent to THE ABOVE date will not be entertained.** Interested Bidders may also submit online queries through the KPP portal **ON OR BEFORE 17.01.2024 @ 10:30 Hrs**.

The Pre bid meeting is convened on 17.01.2024 @ 11.00 AM at 4th Floor, 2nd Block, Corporate Office, BESCOM, K.R. Circle, Bengaluru - 560 001**. Aspirant Bidders may attend the meeting for any clarification.**

4.0 General Conditions:

a. Notwithstanding the above, if it is found that the performance vis-s-vis the Purchase Orders placed on the Bidder by ESCOMs is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its bid at any stage of processing the bid.

b. Even though the Bidders meet the required qualifying criteria, as per their statements they are subject to be disqualified if they have,

- Made misleading or false representations in statements and attachments uploaded as proof of the qualification requirement and/or.
- Record of poor performance such as poor quality of product, not properly completing the contract, inordinate delays in supply completion, or financial failures etc.,
- Participated in the previous Tender for the same materials and had quoted unreasonably high tender prices and could not furnish rational justification/ have not completed the order after obtaining the order.

c. In the event of the information furnished by the Bidder found to be false at any stage of tendering, BESCOM at its discretion may take action against such Bidders and may forfeit the bid security and disqualify the offer of such Bidder and blacklist the firm.

d. In the event of the information furnished by Bidder is found to be false during the execution stage, then BESCOM is at its liberty to cancel the Purchase Order other than forfeiting the Security Deposit against the Purchase Order and may blacklist the firm and recover the losses and levy liquidated damages.

e. The Bidders shall offer full quantity of the tendered material. Tenders with offered quantities less than the tendered quantity will be liable for rejection.

f. The offers shall be in General conformity with the specifications. Any Technical/Commercial Deviations from the specifications shall be clearly brought out in the techno commercial of the offer.

g. Quantities noted above are provisional and subject to change as per provisions of KTPP Act.
h. BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.
i. Conditional offers are liable for rejection.
j. BESCOM will not be responsible for not getting internet connection while downloading the Electronic Bid sheets/documents or while uploading their offers.
k. The tender not submitted through the KPP portal and also non-submission of EMD is liable to be rejected.
l. Any bid submitted in response to the tender shall confirm absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection.
m. BESCOM reserves the right to disqualify the bid if the deviation mentioned by the Bidder is not acceptable to BESCOM.
n. **BESCOM** reserves the right to call for the originals of documents uploaded as a proof of pre-qualifying requirements, of the successful L1 Bidder, for the purpose of verification before awarding the contract.
o. The Bidder shall have to be an entity registered in India in accordance with law.
p. The Bidder shall follow Indian laws regulations and standards.
q. All disputes shall be settled as per applicable Indian laws and shall be instituted in Bengaluru only.
r. In the event of the order, randomly selected samples from any one of the lot supplied to the store by the supplier may be type tested as per the relevant IEC/IS at M/s CPRI/ERDA at firm’s cost at the discretion of BESCOM.
s. In case of more than one Bidder quotes the same price, then the decision of BESCOM in this regard will be final.
t. If more than one Bidder becomes L1 in the tender, then the Bidder on whom the order is to be placed at the discretion of BESCOM.

5.0 QUALIFYING REQUIREMENTS

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
I.	**Technical Criteria**	
1	The Bidder should be a Registered sole Proprietorship Firm or a Partnership Firm or a Registered Company incorporated under Companies Act 1956/2013.	Scanned copy of Certificate of Incorporation in case of Registered Company/ Partnership deed in case of Partnership Firm/GST or PAN Registration in case Proprietorship firm is to be uploaded.
2	The Bidder shall have a Minimum of 5 years of experience in Manufacturing, Testing & Supply of RCC/PSC/PSCC poles as on date of bid submission.	Scanned copy of Purchase order/Order Completion certificates demonstrating experience of minimum 5 years and above as Manufacture of RCC/PSC/PSCC poles, shall be uploaded.
3	The Bidder should have obtained the Purchase Orders for supply of minimum of **80% (7536 Nos)** (40% in respect to Micro & Small Enterprises) of the tendered quantity of RCC/PSC/PSCC poles in any one of the preceding 3 years i.e., 2020-21, 2021-22 & 2022-23 (last 2 years i.e., 2021-22 & 2022-23 for Micro & Small Enterprises) from ESCOMs/Distribution companies/ any Government Electrical Utilities/ PSUs/ Total Turnkey Agencies /Partial Turnkey Agencies who have executed/executing works in BESCOM.	Scanned copies of Purchase order copies placed by ESCOMs/ Distribution Companies/ Government Electrical Utilities/ PSUs/ Total turnkey agencies /Partial Turnkey Agencies who have executed/executing works in BESCOM, mentioning details of the Project/work to which supplies have been made, shall be uploaded.
4	The Bidder shall furnish order completion certificate for having supplied minimum of 80% **(7536 Nos)** (40% in respect to Micro & Small Enterprises) of the tendered quantity of RCC/PSC/PSCC poles in any one of the preceding 3 years i.e., 2020-21, 2021-22 & 2022-23 (last 2 years i.e., 2021-22 & 2022-23 for Micro & Small Enterprises) from ESCOMs/Distribution companies or any Government Electrical Utilities/PSUs/ Total Turnkey Agencies	The Order Completion certificate issued by an officer not below the rank of Executive Engineer or equivalent officer of the concerned ESCOMs /Distribution Companies/Government Electrical Utilities/ PSUs shall be uploaded in respect of the following, a. Order completion certificate

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
	/Partial Turnkey Agencies who have executed/executing works in BESCOM.	for P.Os placed by ESCOMs /Distribution Companies / Government Electrical Utilities/ PSUs. and/ or b. Partial Turnkey /Total Turnkey Agency works: order completion certificate indicating details of the project/work, quantity, date of completion of supplies, purchase orders reference of Partial Turnkey / Total Turnkey Agencies. Scanned copy of the Order Completion Certificates shall be uploaded.
5	The Bidder shall declare their manufacturing capacity of tendered type poles per month.	Scanned copy of the self-declaration on notarized stamp paper of Rs.200/- by the Bidder shall be uploaded.
6	The Bidder shall have manufacturing unit located within BESCOM jurisdiction and should have necessary Infrastructure required for manufacturing of RCC/PSC/PSCC poles and shall upload the infrastructure and testing facilities available at their manufacturing centre. The manufacturing centre of the qualified Bidders shall be inspected & certified by the BESCOM Officials regarding: i) Capacity of the Manufacturer. ii) Infrastructure and testing facilities available at manufacturing centre. iii) Quality of the raw materials used for manufacturing of RCC/PSC/PSCC poles. If this QR is not fulfilled, the offer of the Bidder shall not be considered and treated as non-responsive.	The details of existing infrastructure and testing facilities along with the complete address of the manufacturing centre shall be uploaded.

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
II.	**Financial Criteria**	
7	The Average Annual Financial Turnover of the Bidder should not be less than the amount put to tender(**Rs.464.08 Lakhs**) (However it will be 50% (**Rs.232.04 Lakhs**) in respect to Micro & Small Enterprises) during the last 3 preceding financial years i.e., 2019-20, 2020-21 & 2021-22 (However, it will be last 2 years i.e., 2020-21 & 2021-22 for Micro & Small Enterprises).	Certified copies of Audited Financial Statements such as P&L statement, Balance sheets for the required FYs shall be uploaded.
8	The Liquid Assets as on last date of previous month of tender inviting date i.e., **31.12.2023** or at a later date before submission of the bid consisting of Cash at Bank+ Term Deposits + availability of fund based credit facilities in any Nationalized/scheduled Bank shall not be less than 25% (**Rs.116.02 Lakhs**)of the amount put to tender.	The cash at bank, term deposits and availability of fund based credit facilities shall be supported by a certificate issued by Nationalized/ scheduled Bank shall be uploaded. If the Bidder has banking with more than one Bank, then the available liquid assets mentioned above on a particular date & time i.e., as on last date of previous month of tender inviting date i.e., **31.12.2023** or any date before submission of tender shall be the same date for all the banks. In case of Fund based credit facility, the certificate issued by the Nationalized/ Scheduled Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on last date of previous month of tender inviting date i.e., **31.12.2023** or at a later date, before submission of the bids shall be the same date for all the banks along with bank Statements for the same date & time.
III.	**General Criteria**	

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
9	Any Bidder from a **country which shares a land with India** will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. (As per Government Order No. FD 455 Exp-12/2020 dated 25.08.2020.)	Registration certificate issued by the competent authority shall be uploaded.
10	A certificate for **having read the clauses** shall be uploaded by the Bidder in the following format: "I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)" (As per Government Order No. FD 455 Exp-12/2020 dated 25.08.2020.)	Scanned copy of the self-declaration on notarized stamp paper of Rs.200/- in the prescribed format shall be uploaded.
11	The Bidder should not have **DEFAULTED** in supplies against Purchase Orders placed by any ESCOMs/Distribution companies / Government Electrical Utilities/PSUs.	Scanned copy of the self-declaration on notarized stamp paper of Rs.200/- by the Bidder adhering to this clause shall be uploaded.
12	The Bidder should not have been **BLACKLISTED** in supplies against Purchase Orders placed by any ESCOMs/Distribution companies/any Government Electrical Utilities/PSUs.	Scanned copy of the self-declaration on notarized stamp paper of Rs.200/- by the Bidder adhering to this clause shall be uploaded.
13	**Litigation History**: The Bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years, A consistent history of awards involving litigation against the Bidder or any partner may result in rejection of Bid.	Scanned copy of the self-declaration on notarized stamp paper of Rs.200/- shall be uploaded.

Note: ***If the Bidder participates for more than one enquiry of Tenders invited for procurement of different types of poles, then the Bidder shall fulfil the Technical QR (3) & QR (4) and Financial requirements QR (7) & (8) cumulatively for all the***

enquiries participated. If the Bidder does not meet the cumulative Technical & Financial Requirement of all the enquiries participated, then the offer of the Bidder shall be considered to the extent of enquiries the Bidder fulfils the cumulatively both Technical and Financial qualifying requirements.

<u>Limitation of Award:</u> In case the Bidder fulfils the Qualifying Requirements in each of the enquiry participated individually and also participated in more than one enquiry meeting the cumulatively both Technical and Financial requirements, then the price bids of such Bidders shall be opened reckoning from the highest amount put to tender and shall be limited to one lowest quoted enquiries. However, it will be at the discretion of the BESCOM.

Note 1:
As per the Government Order No. : FD 455 Exp-12 2020 dated.25.08.2020, FD 455 Exp-12 2020 dated. 10.03.2021 & : FD 455 Exp-12 2020 dated.29.03.2021-clarification - to the clause Nos. 11 (III) (11) & (12) above are as follows:

"Bidder (including the term tenderer', Consultant or service provider in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
"Bidder from a country which shares a land border with India" for the purpose of this Order means:- a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
I. The beneficial owner for the purpose of above clause will be as under: (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation-

a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company; b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
(iii) In case of an un-incorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
IN CASES WHERE SUB CONTRACTING IS PROVIDED: A certificate is required to be submitted/ uploaded by the Tenderer in respect on sub-contracting separately in the following format: “I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)”
As per circular FD 455 Exp-12 2020 dated. 10.03.2021 : A Bidder is permitted to procure the raw materials, components, sub-assemblies etc, from the vendor from countries which shares land border with India. Such vendor will not be required to be registered with the Competent authority, as this is not regarded as sub-contracting. However incase a Bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries sharing land border with India, such venders will be required to be registered with Competent authority.

As per circular FD 455 Exp-12 2020 dated.29.03.2021 Procurement of Spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems from Original Equipment Manufacturers (OEM's) or their Authorized agents, shall be exempted from the requirement of registration as mandated under Government Order No: FD 455 Exp-12 2020 dated.25.08.2020.

Note 2:

Introduction of New Clause as per the order dated: 17.08.2020 Central Electricity Authority, Ministry of Power, Government of India – clarification for clause No. 11 (III) (13).

'Local Content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procures (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.

'Class-II local supplier' means a supplier or service provider whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.

'Non-Local supplier' means a supplier or service provider whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR-2017 and will also include 'turnkey works'.

"Self-declarations/ auditor's. accountant's certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28.07.2020. In case of false documents/ misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee".

No Deviation whatsoever, in the following conditions of the bidding documents is permitted.

i. Validity of offer.
ii. Stipulated Delivery Schedule.
iii. EMD.
iv. Payment terms.
v. Price Basis.
vi. Guarantee.
vii. Change in offered quantity vis-à-vis the tendered quantity.
viii. Security Deposit.
ix. Penalty for delay.

Bidders are advised that while making bid proposals and quoting prices these conditions may appropriately be taken into consideration. Bids with deviations on the above are liable to be disqualified.

6.0Two Tender Document System

Tender should be in two parts namely Part-I: Techno commercial Bid containing full technical particulars and commercial terms and conditions. Part-II: Price Bid containing prices.

a. **Part-I: TECHNICAL BID: The technical documents shall be uploaded in KPP portal.**

The necessary documentary evidence in respect of qualifying requirements shall be uploaded by the Bidder in the form of electronic/scanned copies in the KPP portal.

b. **Part II: PRICE PROPOSALS:**

The Bidder shall furnish **Unit computed FORD price inclusive of all applicable taxes and duties** on the KPP portal in the option of **''item wise bid commercial offer''** and also furnish the break up of prices in **"Edit Break up of price quoted" option**. The break up of prices should contain Ex-works price, tax structure as applicable like CGST, SGST/IGST, F&I and etc., in KPP portal.

7.0COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

8.0CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

Section-I	**IFB**-Invitation For Bids
Section-II	**ITB**-Instructions To Bidders
Section-III	**GCC**-General Terms and Conditions of Contract
Section-IV	**SCC-** Special Conditions of Contract
Section- V	Schedule of Requirements
Section- VI	Technical Specifications
Section- VII	Techno-Commercial sheets

9.0 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

10.0 CLARIFICATIONS ON BID DOCUMENTS

If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to owner. The owner, then, will issue interpretation(s) and clarification(s) as he may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify owner in writing. Owner will respond in writing /upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than seven (7) days prior to the deadline for submission of bids prescribed by owner.

Verbal clarification and information given by owner or his employee(s) or his representative(s) shall not in any way be binding on owner.

11.0 AMENDMENT TO BIDDING DOCUMENT

a. At any time prior to the deadline for submission of bids, BESCOM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).

b. The amendment will be notified in KPP portal. BESCOM will bear no responsibility or liability arising out of non-acknowledgment of the same by all the prospective Bidders before submitting the Bid.

c. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, BESCOM may, at its discretion, extend the deadline for the submission of bids as deemed fit.

d. Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS

12.0 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and owner shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

13.0 DOCUMENTS COMPRISING THE BID

a. The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity and prices and upload in the KPP portal.

b. The Bidder shall also upload documentary evidence in the KPP portal to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying Special Conditions of Contract if any.

c. SSI Certificate shall be uploaded with the Techno commercial Bid if applicable.

d. The EMD shall be uploaded/ furnished in accordance with the EMD clause of this section.

14.0 EARNEST MONEY DEPOSIT (BID GUARANTEE):

14.1 The Bidders shall pay **EMD of Rs.4,65,000/-** through any the four e-payment modes mentioned, in the e-Procurement/KPP Portal. For payment of EMD through KPP, please refer clause 15.0.

14.2 EMD amount indicated above is exempted for Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme for manufacturing of tendered material. A relevant document shall be uploaded. If the validity of the NSIC certificate uploaded is expired, then such expired certificate will not be considered for EMD exemption. The EMD exemption shall not be considered for the Bidder, whose NSIC certificate is issued for the material, other than tendered material.

14.3 Earnest money deposited by unsuccessful Bidders will be returned after the tender has been finalized.

14.4 EMD of successful Bidder will be refunded after fulfilment of security deposit clause.

14.5 The deposit towards EMD as above shall not carry any interest.

14.6 **Permanent EMD will not be considered.**

14.7 EMD so deposited will be liable for forfeiture:

a. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form;

b. In case of a successful Bidder, if the Bidder fails to sign the Contract;

c. In case of a successful Bidder, if the Bidder fails to furnish the Security Deposit/Performance Guarantee.

d. If the Bidder does not accept the arithmetical correction of its Bid Price.

e. If MSME registered Bidder’s desires to withdraw their bids within the bid validity period, then such Bidders shall be blacklisted.

15.0 <u>E-payment modes for Tender Processing Fee & Earnest Money Deposit.</u>

The supplier/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the KPP portal using any of the following payment modes:

a) **Credit Card**
b) **Direct Debit**
c) **National Electronic Fund Transfer (NEFT)**
d) **Over the Counter (OTC)**

NOTE: - EMD payment at KPP portal is through bank gateway as indicated in the e-portal.

For further clarification, contact E-procurement/KPP portal.

E-procurement/KPP Help Desk: Phone No: +91-8046010000, +91-8068948777, E-mail: support@eprochelpdesk.com**.**

16.0 PERIOD OF VALIDITY OF BIDS

a. Bids shall remain valid for **180 Days** from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.
b. In exceptional circumstances, owner may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including cable or telex). A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify its bid.

17.0 FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

18.0 PRICES:

a. The Prices are **FIRM** throughout the period of contract. ***No price variation will be allowed.***
b. Any variation in the rates etc., will not be allowed on any ground, such as a mistake while quoting in the KPP portal, misunderstanding etc., after the bid has been submitted. If the firm becomes lowest tenderer by virtue of such rates quoted, and does not agree to supply at the quoted rates, the E.M.D. of such firm will be forfeited and BESCOM reserves the right to blacklist the firm.

19.0 COST AND CURRENCY:

a. The Bidders shall quote their offer as prescribed in the **price bid** in Indian Rupees only including the following:

   i. Cost of the equipment/material.

ii. Transportation and forwarding charges to the designated store in BESCOM jurisdiction.
iii. Insurance to cover material to cover up to installation/supply of equipment/material at the BESCOM site and handing it over to the BESCOM.
iv. All taxes, Duties and levies as applicable and split up details shall be uploaded.
v. Vendors have to make their own arrangements for obtaining road permits wherever needed.
vi. Entry Tax and octroi must be mentioned separately if applicable.

20.0 TAXES AND DUTIES:

The Bidders have to quote GST, F&I Charges and any other applicable Taxes prevailing as on date of bid opening and the same shall be clearly spelt out in the offer. **If no mention is made then prices quoted will be evaluated as all inclusive of taxes, duties and F&I charges**.

In the event of an order,

i. GST will be paid as indicated by the Bidder in the Price Bid.
ii. If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.
iii. If there is any enhancement in the statutory taxes like GST, due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM.
iv. No claim for any increase towards statutory variation regarding enhancement of existing tax, GST or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the supplier. But, if there is any reduction during the extended period of contract, same shall be passed on to BESCOM.

D. SUBMISSION OF BIDS

21.0 FORMAT OF BID

a. The **bids** shall be uploaded through **KPP portal only** on or before the last date and time for submission of the bid. Bids not submitted through **e-procurement mode and non-payment of EMD** will be **treated as disqualified.**
b. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
c. All the documents in support of qualifying requirements shall be scanned and uploaded in the KPP portal. **Failure to furnish the documentary evidences/supports electronically would result in outright rejection of their offers.**

22.0 DEADLINE FOR SUBMISSION OF BIDS

a. Bids must be **uploaded in the KPP portal on or before due date for bid submission.**

b. Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

23.0 MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its bid after the bid's submission prior to the deadline prescribed for submission of bids.

24.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

25.0 LATE BIDS

KPP portal automatically locks the tender after the last date and time of receipt of tenders as mentioned in the e-Procurement/KPP portal.

E. BID OPENING AND EVALUATION

26.0 OPENING OF BIDS

BESCOM will open the technical bids submitted through KPP portal on the date notified.

27.0 TECHNICAL EVALUATION OF BIDS:

The bids submitted in e-procurement platform (www.kppp.karnataka.gov.in) will be evaluated on the basis of techno-commercial information furnished by the Bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be treated as technically responsive and such firm's price bids will be opened after scrutiny of documents and verification of requisite EMD furnished by the Bidder.

28.0 PRELIMINARY EXAMINATION

a. BESCOM will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required

sureties have been uploaded, whether the documents are generally in order.

b. BESCOM may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

29.0 OPENING OF PRICE BID:

The price bids of all the technically responsive Bidders will be opened. The date and time of opening of the price bid shall be intimated to all qualified Bidders through KPP portal.

30.0 EVALUATION/COMPARISON OF PRICE BIDS

a. After opening the price bids, price evaluation will be done based on the rate quoted by the Bidders in the KPP portal. Such price shall include all the costs including duties, levies, taxes and transportation and loading and unloading if any.

b. The purchase order will be placed on the successful Bidder, whose total quoted cost evaluated as least quoted among the technical responsive bids in accordance with provisions of KTPP act & its amendments.

31.0 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration. Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

32.0 NEGOTIATIONS:

It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

F. ISSUE OF PURCHASE ORDER

33.0 AWARD CRITERIA

General Manager (Ele.,), Procurement, BESCOM will place the Purchase Order on the successful Bidder whose bid has been determined to be substantially techno commercially responsive and has been determined as the lowest evaluated bid, in accordance with provisions of KTPP act and its amendments at the approved rate, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. BESCOM shall be the sole judge in this regard.

34.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for owner's action.

35.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

36.0 NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity and extended validity period, if any, the Bidder will get information on KPP portal that its bid has been accepted.

37.0 EFFECT AND JURISDICTION OR CONTRACT

The laws applicable to the contract shall be the law in force in India. The Courts of Bangalore in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract.

38.0 TERMINATION FOR DEFAULT:

BESCOM may without prejudice to any other remedy for breach of Contract by 14 days written notice of default sent to the Supplier, terminate the Contract in whole or in part.

a) If the Supplier fails to deliver any or all of the goods/ items within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.

b) If the Supplier fails to perform any other obligation(s) under the Contract.

39.0 LOCATION OF SUPPLY:

This Tender is being floated by the Corporate Office of BESCOM. The poles being procured through this Tender shall be supplied by the contractor at various locations of the entire BESCOM jurisdiction furnished along with the Purchase Order/Dispatch Instruction. BESCOM reserves the right to make changes in the locations list given to the contractor.

40.0 For any technical support regarding KPP portal (www.kppp.karnataka.gov.in) please Contact e-procurement help desk.

Supports Timings: (9.00 am to 9.00 pm)

Help Desk: 91-8046010000 +91-8068948777

Or E-mail: support@eprochelpdesk.com

G

eneral Manager (Ele.,)

Procurement, BESCOM